

Ref. 75-0-23  
Deed

68-94

QUITCLAIM DEED  
Without CovenantTRANSFER  
TAX  
PAID

000374

KNOW ALL MEN BY THESE PRESENTS,

That ROBERT A. ROSENTHAL and ARLYNE R. SACKS, Trustees of The Mall Trust, a trust duly created by Declaration of Trust dated January 9, 1967, and recorded in the Androscoggin County Registry of Deeds in Book 1021, Page 265, the Trust having an office in Waterville, in the County of Kennebec, and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by HAROLD D. MARDEN, of Albion, in the County of Kennebec, and State of Maine, the receipt whereof we do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said HAROLD D. MARDEN, his heirs and assigns forever,

Three certain lots or parcels of land situated in Waterville, in the County of Kennebec and State of Maine, more particularly bounded and described as follows:

PARCEL #1: Beginning at a point at the northwest corner of land presently owned by the within Grantee, which point is two hundred thirty-eight (238) feet northerly of the northwest corner of land formerly of Marc J. Vigue, now of the within Grantee; thence northerly and parallel with the westerly line of a certain thirty-three (33) foot right-of-way as delineated on a plan of Libby Heights dated August 7, 1965, and made by R. G. Knowlton, C. E. and situated on the easterly side of the within described parcel, a distance of one hundred (100) feet to a point; thence at a right angle easterly a distance of ninety-eight (98) feet to a point situate on the westerly line of said right-of-way; thence southerly along said westerly line of said right-of-way a distance of one hundred (100) feet to the northerly line of the within Grantee; thence westerly along said Grantee's northerly line a distance of ninety-eight (98) feet to the point of beginning.

PARCEL #2: Beginning at the southeast corner of the lot described as Parcel #1 above; thence northerly along the easterly line of said Parcel #1 a distance of one hundred (100) feet to a point being the northeast corner of said Parcel #1; thence turning a right angle and in an easterly direction thirty-three (33) feet to a point; thence southerly and parallel to the easterly line of said Parcel #1 a distance of one hundred (100) feet to a point on the northerly line of land belonging to the within Grantee; thence westerly thirty-three (33) feet along the northerly line of the within Grantee to the point of beginning. The covenants of warranty, freedom from all encumbrances, good right to sell and convey and of lawful seizen in this deed shall not apply to this second described parcel in this deed and this conveyance insofar as it relates to Parcel #2 shall have the force and effect of a quitclaim deed.

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PARCEL #3: Beginning at a point in the westerly right-of-way line of College Avenue, at the northeasterly corner of premises presently owned by the within Grantee, Harold D. Marden; thence in a general northwesterly direction along the northeasterly boundary of premises of the within Grantee, Harold D. Marden, a distance of two hundred fourteen and five tenths (214.5) feet, more or less, to a point; thence at a right angle and in a general northeasterly direction a distance of sixteen (16) feet to a point; thence in a general southeasterly direction and sixteen (16) feet parallel to the northeasterly boundary line of premises of the within Grantor a distance of two hundred fourteen and five tenths (214.5) feet, more or less, to a point in the westerly right-of-way line of College Avenue; thence in a general southerly direction along the westerly right-of-way line of College Avenue a distance of sixteen (16) feet to the point of beginning. The covenants of warranty, freedom from all encumbrances, good right to sell and convey and of lawful seizen in this deed shall not apply to this third parcel in this deed and this conveyance as it relates to Parcel #3 shall have the force and effect of a quitclaim deed.

Meaning and intending hereby to convey a portion of the premises acquired by L & R Realty Company, Inc. by deed of Harold A. Labbe, et al recorded in the Kennebec County Registry of Deeds in Book 1435, Page 511. The name of L & R Realty Company, Inc. was changed to Elm Realty Company by Articles of Amendment filed with the Secretary of State on May 7, 1976.

Elm Realty Company conveyed the within described property to Lewis Rosenthal and Robert Rosenthal, Trustees of The Dover Trust, by deed dated July 15, 1976, and recorded in the Kennebec County Registry of Deeds in Book 1927, Page 177. The Dover Trust was merged into The Mall Trust by Agreement of Merger dated September 20, 1979, and recorded in the Androscoggin County Registry of Deeds in Book 1427, Page 310.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said HAROLD D. MARDEN, his heirs and assigns forever.

In Witness Whereof, the said ROBERT A. ROSENTHAL and ARLYNE R. SACKS, Trustees of The Mall Trust, have hereunto set our hands and seals this 28<sup>th</sup> day of December, in the year of our Lord one thousand nine hundred and eighty-eight.

Signed, Sealed and Delivered  
in the presence of:

Albert J. Bunn

(to hold)

THE MALL TRUST

Robert A. Rosenthal, Trustee

Arlyne R. Sacks  
Arlyne R. Sacks, Trustee

STATE OF MAINE  
KENNEBEC, SS.

Dated: December 28, 1988

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Then personally appeared the above named ROBERT A. ROSENTHAL and ARLYNE R. SACKS, as Trustees of The Mall Trust, and acknowledged the foregoing instrument to be their free act and deed in their said capacities.

Before me,

Albert H. Bernier  
Notary Public  
Print Name: ALBERT H. BERNIER  
My Commission Expires:

RECEIVED KENNEBEC SS.

1989 JAN -6 AM 9:00

WITNESSES: James R. Munn  
REGISTER OF DEEDS